

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 39	
2. CONTRACT (Proc. Inst. Ident.) NO. HHM402-07-C-0038		3. EFFECTIVE DATE MAR 28, 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 288/0018Z/07/ALC OpYr3 incremental funding			
5. ISSUED BY Virginia Contracting Activity ATTN: [REDACTED] Bolling AFB, Building 6000 Washington DC 20340-5100		CODE HHM402_DIA (b)(3):10 USC 424		6. ADMINISTERED BY (If other than Item 5) Virginia Contracting Activity ATTN: [REDACTED] Bolling AFB, Building 6000 Washington DC 20340-5100		CODE HHM402_DIA (b)(3):10 USC 424	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALLWORLD LANGUAGE CONSULTANTS INC. Vendor ID: 00004036 172 ROLLINS AVENUE DUNS: 949873624 PO BOX 2128 Cage Code: 075P1 ROCKVILLE MD 208524005 CEC: TIN: 541725423				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See Schedule)			
				9. DISCOUNT FOR PROMPT PAYMENT 0 Days 0% Net 30			
11. SHIP TO/MARK FOR See Schedule		CODE 00000		12. PAYMENT WILL BE MADE BY		CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Please See Continuation Page for Line Item Details						
15G. TOTAL AMOUNT OF CONTRACT						\$70,196,292.42	
16. TABLE OF CONTENTS							
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PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1 - 1	X	I	CONTRACT CLAUSES	26 - 39
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 20	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT	-	J		LIST OF ATTACHMENTS	-
	D	PACKAGING AND MARKING	-	PART IV - PRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	24 - 24	K		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	-
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	G	CONTRACT ADMINISTRATION DATA	-	M		EVALUATION FACTORS FOR AWARD	-
	H	SPECIAL CONTRACT REQUIREMENTS	-				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HHM402-07-R-0024, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) The Government's solicitations and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b)(3):10 USC 424			
19B. NAME OF CONTRACTOR BY		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY		20C. DATE SIGNED	

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>Accounting and Appropriation Data:</p> <p>ACRN: AE 2008 MA08 10 1008 0340 2531 Cost Applied:</p> <p>ACRN: AM 9700100.4400 1102A9 25201 S49205 1SA2 K1NM110G1 1144 610000 Cost Applied:</p> <p>ACRN: AK 9700100.4400 1102A9 25201 S49205 1SGX K1NM110G1 1144 610000 Cost Applied:</p> <p>ACRN: AL 9700100.4400 1102A9 25201 S49205 1SMX K1NM110G1 1144 610000 Cost Applied:</p> <p>ACRN: AN 9700100.4400 1102A9 25301 S49205 1SA2 K1NM110G1 1144 610000 Cost Applied:</p> <p>ACRN: AO 9700100.4400 1102A9 26035 S49205 1SA2 K1NM110G1 1144 610000 Cost Applied:</p> <p>ACRN: AH 9770100.4400 471141 999-2520 S49205 L241 C110G 6500 000000 5446 Cost Applied: \$0.00</p> <p>ACRN: AI 9770100.4400 471141 999-2520 S49205 L241 C400G 6500 000000 1144 Cost Applied: \$0.00</p> <p>ACRN: AD 9780100.4400 1082A9 25201 S49205 1BXX K1C110G1 1144 610000 Cost Applied:</p> <p>ACRN: AF 9780100.4400 1082A9 25201 S49205 CSG2 K1C110T1 1144 610000 Cost Applied:</p> <p>ACRN: AJ</p>				











SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>9790100.4400 1092A9 25201 S49205 1BXX K1NM110G1 1144 610000 Cost Applied:</p> <p>ACRN: AG 9790100.4400 1092A9 25201 S49205 1CXX K1NM110G1 1144 610000 Cost Applied:</p> <p>ACRN: AA ACRN AA: 9770100.4400 471141 999-2520 S49205 L241 C400G 6500 000000 1144 (C) Cost Applied:</p> <p>ACRN: AB ACRN AB: 9770100.4400 471145 888-2520 Q1057R7-07 S49205 (C) Cost Applied:</p> <p>ACRN: ACRN AC: 9770100.4400 471141 999-2520 S49205 L241 C110G 6500 000000 5446 (C) Cost Applied</p> <p>ACRN: AC ACRN AC: 9770100.4400 471141 999-2520 S49205 L241 C110G 6500 000000 5446 (P) Cost Applied:</p> <p>LINGUIST OPERATIONS SUPPORT SERVICES FOR OPERATIONS Base Year 1 April 2007 - 30 April 2008</p>				
(b)(3):10 USC 424					
(b)(3):10 USC 424	<p>0001</p> <p>Linguist Operation Support Services Fixed Price - Level of Effort Not to Exceed</p> <p>NOTE: The contractor will only be paid for the services performed by a contractor's employee at the Government site or at another location as directed by the Government under this contract. The contractor shall invoice for their contractor employee's transit time while they are deploying to an overseas location. This will include any pre-deployment processing that the contractor's employee must attend at the Government's direction. This does not include any company directed training. This does not include the time spent awaiting adjudication of a security clearance. If the contractor's employee does not perform an entire day of services (minimum of 8 hours), the contractor must prorate their invoicing to the nearest 1/4, 1/2, or 3/4 of a day. In the OCONUS environment, the contractor will only be paid for those days that the contractor employee is actually</p>				
		NTE	LS	NTF	NTE (b)(4)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>providing services (this does not include "days off", sick days, leave days, or R&R time).</p> <p>During surge operations, the contractor's employees may be expected to work extended hours, especially in the OCONUS environment. In both the CONUS and OCONUS environments, every effort will be made by the Government to minimize the daily operational shifts to a normal routine schedule, however the contractor must be aware that the mission will dictate the operational tempo required. Occasionally operations will run 7 days a week. Contractors are advised that their employees will be expected to perform services on weekends and on holidays if a surge is necessary.</p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p>				
(b)(4) 0001AA	<p>Linguists - [REDACTED]</p> <p>CONUS Linguist (Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Secret) Daily Rate</p> <p>CONUS Linguist (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Top Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Top Secret) Daily Rate</p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p>	[REDACTED]	LS	NSP	NSP
	<p>CONUS Linguist (Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Secret) Daily Rate</p> <p>CONUS Linguist (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Top Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Top Secret) Daily Rate</p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p>	(b)(4)			
0001AB	<p>Floor Manager - [REDACTED]</p> <p>CONUS Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Hostile Floor Manager (Top Secret) Daily Rate</p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p>	[REDACTED]	LS	NSP	NSP
(b)(3):10 USC 424	<p>CONUS Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Hostile Floor Manager (Top Secret) Daily Rate</p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p>	(b)(4)			
(b)(4) 0001AC	<p>Floor Admin - [REDACTED]</p> <p>CONUS Floor Admin (Top Secret) Daily Rate</p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p>	[REDACTED]	LS	NSP	NSP
	<p>CONUS Floor Admin (Top Secret) Daily Rate</p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p>	(b)(4)			
(b)(4) 0001AD	<p>Program Manager - [REDACTED]</p> <p>CONUS Program Manager (Top Secret)</p>	[REDACTED]	LS	NSP	NSP
	CONUS Program Manager (Top Secret)	(b)(4)			

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0002	<p>Daily Rate</p> <p>OCONUS Program Manager (Top Secret) Daily Rate</p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p> <p>Quantity Option</p> <p>Price to be determined at the time of exercise. This quantity option will be determined by a combination of the labor categories below. This quantity option may be exercised more than once if the mission requires. The quantities exercised will not exceed the following limitations.</p> <p>Linguists -  Floor Managers -  Floor Admin -  Program Managers - </p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p>	<p>NTE</p> <p>(b)(4)</p> 	LS	<p>NTE</p> <p>0.00</p>	<p>NTE</p> <p>0.00</p>
(b)(4) 0002AA	<p>Linguists - </p> <p>CONUS Linguist (Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Secret) Daily Rate</p> <p>CONUS Linguist (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Top Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Top Secret) Daily Rate</p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p>		LS		
(b)(4) 0002AB	<p>Floor Manager - </p> <p>CONUS Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Hostile Floor Manager (Top Secret) Daily Rate</p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p>		LS	NSP	NSP
0002AC	<p>Floor Admin - (b)(4)</p> <p>CONUS Floor Admin (Top Secret) Daily Rate</p>		LS	NSP	NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
(b)(4) 0002AD	<p>Period of Performance: 04/01/2007 to 03/31/2008</p> <p>Program Manager - [REDACTED]</p> <p>CONUS Program Manager (Top Secret) Daily Rate</p> <p>OCONUS Program Manager (Top Secret) Daily Rate</p>	[REDACTED]	LS	NSP	NSP
	<p>Period of Performance: 04/01/2007 to 03/31/2008</p> <p>Other Direct Costs</p> <p>Primarily these costs include those costs required for deployment to include, but not limited to, travel, lodging, pre-deployment medical exams and immunizations, visas, DBA insurance, per diem, etc. Receipts are required for all costs above \$75.00.</p> <p>CONUS travel costs will only be authorized in advance by the COR or the Contracting Officer. It is not anticipated that CONUS travel will be a frequent occurrence.</p> <p>Any other potential direct costs that may arise must be approved in advance by the Contracting Officer.</p> <p>The contractor is allowed to bill for the actual cost plus a G&A mark-up. The contractor shall furnish their G&A rate below and provide documentation substantiating the calculation of the rate.</p>				
0003	<p>Contractor G&A rate [REDACTED]</p> <p>Period of Performance: 04/01/2007 to 03/31/2008</p> <p>Option Year One 1 May 2008 - 22 May 2009</p>	NTE [REDACTED]	LS	NTE	NTE
(b)(4) 1001	<p>[REDACTED]</p> <p>Linguist Operation Support Services Fixed Price - Level of Effort Not to Exceed</p> <p>NOTE: The contractor will only be paid for the services performed by a contractor's employee at the Government site or at another location as directed by the Government under this contract. The contractor shall invoice for their contractor employee's transit time while they are deploying to an overseas location. This will include any pre-deployment processing that the contractor's employee must attend at the Government's direction. This does not include any company directed training. This does not include the time spent awaiting adjudication of a security clearance. If the contractor's employee does not perform an entire day of services (minimum of 8 hours), the contractor must prorate their invoicing to the nearest 1/4, 1/2, or 3/4 of a day. In the OCONUS environment, the contractor will only be paid for those days that the contractor employee is actually</p>	NTE [REDACTED]	EA	NTE	NTE

(b)(4)












(b)(4)

(b)(3):10 USC
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SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>providing services (this does not include "days off", sick days, leave days, or R&R time).</p> <p>During surge operations, the contractor's employees may be expected to work extended hours, especially in the OCONUS environment. In both the CONUS and OCONUS environments, every effort will be made by the Government to minimize the daily operational shifts to a normal routine schedule, however the contractor must be aware that the mission will dictate the operational tempo required. Occasionally operations will run 7 days a week. Contractors are advised that their employees will be expected to perform services on weekends and on holidays if a surge is necessary.</p> <p>Period of Performance: 05/01/2008 to 05/22/2009</p>				
(b)(4) 1001AA	<p>Linguists - [REDACTED]</p> <p>CONUS Linguist (Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Secret) Daily Rate</p> <p>CONUS Linguist (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Top Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Top Secret) Daily Rate</p> <p>Period of Performance: 05/01/2008 to 05/22/2009</p>	(b)(4)	EA	NSP	NSP
(b)(4) 1001AB	<p>Floor Manager - [REDACTED]</p> <p>CONUS Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Hostile Floor Manager (Top Secret) Daily Rate</p> <p>Period of Performance: 05/01/2008 to 05/22/2009</p>	(b)(4)	EA	NSP	NSP
(b)(4) 1001AC	<p>Floor Admin - [REDACTED]</p> <p>CONUS Floor Admin (Top Secret) Daily Rate</p> <p>Period of Performance: 05/01/2008 to 05/22/2009</p>	(b)(4)	EA	NSP	NSP
(b)(4) 1001AD	<p>Program Manager - [REDACTED]</p> <p>CONUS Program Manager (Top Secret)</p>	(b)(4)	EA	NSP	NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
1002	<p>Daily Rate</p> <p>OCONUS Program Manager (Top Secret) Daily Rate</p> <p>Period of Performance: 05/01/2008 to 05/22/2009</p> <p>Quantity Option</p> <p>Price to be determined at the time of exercise. This quantity option will be determined by a combination of the labor categories below. This quantity option may be exercised more than once if the mission requires. The quantities exercised will not exceed the following limitations.</p> <p>Linguists -  Floor Managers -  Floor Admin -  Program Managers - </p> <p>Period of Performance: 05/01/2008 to 05/22/2009</p>	NTE 	EA (b)(4)	NTE 0.00	NTE 0.00
(b)(4) 1002AA	<p>Linguists - </p> <p>CONUS Linguist (Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Secret) Daily Rate</p> <p>CONUS Linguist (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Top Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Top Secret) Daily Rate</p> <p>Period of Performance: 05/01/2008 to 05/22/2009</p>		EA (b)(4)	NSP	NSP
(b)(4) 1002AB	<p>Floor Manager - </p> <p>CONUS Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Hostile Floor Manager (Top Secret) Daily Rate</p> <p>Period of Performance: 05/01/2008 to 05/22/2009</p>		EA (b)(4)	NSP	NSP
(b)(4) 1002AC	<p>Floor Admin - </p> <p>CONUS Floor Admin (Top Secret) Daily Rate</p>		EA (b)(4)	NSP	NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
(b)(4) 1002AD	<p>Period of Performance: 05/01/2008 to 05/22/2009</p> <p>Program Manager - [REDACTED]</p> <p>CONUS Program Manager (Top Secret) Daily Rate:</p> <p>OCONUS Program Manager (Top Secret) Daily Rate</p>	[REDACTED]	EA	NSP	(b)(4) NSP
1003	<p>Period of Performance: 05/01/2008 to 05/22/2009</p> <p>Other Direct Costs</p> <p>Primarily these costs include those costs required for deployment to include, but not limited to, travel, lodging, pre-deployment medical exams, visas, DBA insurance, per diem, etc. Receipts are required for all costs above \$75.00.</p> <p>CONUS travel costs will only be authorized in advance by the COR or the Contracting Officer. It is not anticipated that CONUS travel will be a frequent occurrence.</p> <p>Any other potential direct costs that may arise must be approved in advance by the Contracting Officer.</p> <p>The contractor is allowed to bill for the actual cost plus a G&A mark-up. The contractor shall furnish their G&A rate below and provide documentation substantiating the calculation of the rate.</p> <p>Contractor G&A rate [REDACTED]</p>	NTE [REDACTED]	EA	NTE	NTE (b)(4)
(b)(4) 1004	<p>Period of Performance: 05/01/2008 to 05/22/2009</p> <p>Linguist services (95)</p>	[REDACTED]	EA		(b)(4)
1005	<p>Period of Performance: 05/01/2008 to 05/22/2009</p> <p>Linguist services (95)</p> <p>This CLIN provides Funds for CLIN 1001.</p>	[REDACTED]	EA		
2001	<p>Period of Performance: 05/01/2008 to 05/22/2009</p> <p>Option Year Two 1 May 2009 - 30 April 2010</p> <p>Option Year will be incrementally funded. See Sub-CLIN 2001AE for first increment of funds.</p> <p>[REDACTED]</p> <p>Linguist Operation Support Services Fixed Price - Level of Effort Not to Exceed</p> <p>NOTE: The contractor will only be paid for the services performed by a contractor's employee at the Government site or at another location as directed by</p>	NTE	EA	NTE 0.00	NTE 0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>the Government under this contract. The contractor shall invoice for their contractor employee's transit time while they are deploying to an overseas location. This will include any pre-deployment processing that the contractor's employee must attend at the Government's direction. This does not include any company directed training. This does not include the time spent awaiting adjudication of a security clearance. If the contractor's employee does not perform an entire day of services (minimum of 8 hours), the contractor must prorate their invoicing to the nearest 1/4, 1/2, or 3/4 of a day. In the OCONUS environment, the contractor will only be paid for those days that the contractor employee is actually providing services (this does not include "days off", sick days, leave days, or R&R time).</p> <p>During surge operations, the contractor's employees may be expected to work extended hours, especially in the OCONUS environment. In both the CONUS and OCONUS environments, every effort will be made by the Government to minimize the daily operational shifts to a normal routine schedule, however the contractor must be aware that the mission will dictate the operational tempo required. Occasionally operations will run 7 days a week. Contractors are advised that their employees will be expected to perform services on weekends and on holidays if a surge is necessary.</p> <p>Period of Performance: 05/23/2009 to 05/31/2010</p>				
(b)(4) 2001AA	<p>Linguists [REDACTED]</p> <p>CONUS Linguist (Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Secret) Daily Rate</p> <p>CONUS Linguist (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Top Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Top Secret) Daily Rate</p> <p>Period of Performance: 05/23/2009 to 05/31/2010</p>	[REDACTED]	EA	NSP	NSP
(b)(4) 2001AB	<p>Floor Manager [REDACTED]</p> <p>CONUS Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Hostile Floor Manager (Top Secret) Daily Rate</p>	[REDACTED]	EA	NSP	NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
(b)(4) 2001AC	Period of Performance: 05/23/2009 to 05/31/2010 Floor Admin - (b)(4) CONUS Floor Admin (Top Secret) Daily Rate	(b)(4)	EA	NSP	NSP
2001AD	Period of Performance: 05/01/2008 to 05/31/2010 Program Manager - (b)(4) CONUS Program Manager (Top Secret) Daily Rate OCONUS Program Manager (Top Secret) Daily Rate	(b)(4)	EA	NSP	NSP
2001AE	Period of Performance: 05/01/2008 to 05/31/2010 Funding for Linguist services. See CLIN 2001.	NTE	EA	NTE	NTE
2001AF	Period of Performance: 05/23/2009 to 05/31/2010 Labor - In support to CLIN 2001.		EA	(b)(4)	
2002	Period of Performance: 06/01/2009 to 05/31/2010 Quantity Option Price to be determined at the time of exercise. This quantity option will be determined by a combination of the labor categories below. This quantity option may be exercised more than once if the mission requires. The quantities exercised will not exceed the following limitations.	NTE	EA	NTE 0.00	NTE/OPT 0.00
(b)(4)	Linguists - (b)(4) Floor Managers - (b)(4) Floor Admin - (b)(4) Program Managers - (b)(4)	(b)(4)		(b)(4)	
2002AA	Period of Performance: 05/23/2009 to 05/31/2010 Linguists - (b)(4) CONUS Linguist (Secret) Daily Rate OCONUS Non-Hostile Linguist (Secret) Daily Rate \$ OCONUS Hostile Linguist (Secret) Daily Rate CONUS Linguist (Top Secret) Daily Rate \$ OCONUS Non-Hostile Linguist (Top Secret) Daily Rate OCONUS Hostile Linguist (Top Secret) Daily Rate	(b)(4)	EA	NSP	OPT NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
(b)(4) 2002AB	<p>Period of Performance: 05/23/2009 to 05/31/2010</p> <p>Floor Manager - [REDACTED]</p> <p>CONUS Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Hostile Floor Manager (Top Secret) Daily Rate</p>	(b)(4)	EA	NSP	OPT NSP
(b)(4) 2002AC	<p>Period of Performance: 05/23/2009 to 05/31/2010</p> <p>Floor Admin - [REDACTED]</p> <p>CONUS Floor Admin (Top Secret) Daily Rate</p>	(b)(4)	EA	NSP	OPT NSP
(b)(4) 2002AD	<p>Period of Performance: 05/23/2009 to 05/31/2010</p> <p>Program Manager - [REDACTED]</p> <p>CONUS Program Manager (Top Secret) Daily Rate</p> <p>OCONUS Program Manager (Top Secret) Daily Rate</p>	(b)(4)	EA	NSP	OPT NSP
2003	<p>Period of Performance: 05/23/2009 to 05/31/2010</p> <p>Other Direct Costs</p> <p>Primarily these costs include those costs required for deployment to include, but not limited to, travel, lodging, pre-deployment medical exams, visas, DBA insurance, per diem, etc. Receipts are required for all costs above \$75.00.</p> <p>CONUS travel costs will only be authorized in advance by the COR or the Contracting Officer. It is not anticipated that CONUS travel will be a frequent occurrence.</p> <p>Any other potential direct costs that may arise must be approved in advance by the Contracting Officer.</p> <p>The contractor is allowed to bill for the actual cost plus a G&A mark-up. The contractor shall furnish their G&A rate below and provide documentation substantiating the calculation of the rate.</p>	NTE	EA	NTE	NTE (b)(4)
(b)(4)	<p>Contractor G&A rate [REDACTED]</p> <p>Period of Performance: 05/23/2009 to 05/31/2010</p> <p>Option Year Three 23 May 2010 - 22 May 2011</p>				

SCHEDULE Continued

(b)(3):10
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
3001	<p>This CLIN (Option Year) is being incrementally funded by Sub-CLINs 3001AE and 3001AF. Initial funding is</p> <p>[REDACTED]</p> <p>Linguist Operation Support Services Fixed Price - Level of Effort Not to Exceed</p> <p>NOTE: The contractor will only be paid for the services performed by a contractor's employee at the Government site or at another location as directed by the Government under this contract. The contractor shall invoice for their contractor employee's transit time while they are deploying to an overseas location. This will include any pre-deployment processing that the contractor's employee must attend at the Government's direction. This does not include any company directed training. This does not include the time spent awaiting adjudication of a security clearance. If the contractor's employee does not perform an entire day of services (minimum of 8 hours), the contractor must prorate their invoicing to the nearest 1/4, 1/2, or 3/4 of a day. In the OCONUS environment, the contractor will only be paid for those days that the contractor employee is actually providing services (this does not include "days off", sick days, leave days, or R&R time).</p> <p>During surge operations, the contractor's employees may be expected to work extended hours, especially in the OCONUS environment. In both the CONUS and OCONUS environments, every effort will be made by the Government to minimize the daily operational shifts to a normal routine schedule, however the contractor must be aware that the mission will dictate the operational tempo required. Occasionally operations will run 7 days a week. Contractors are advised that their employees will be expected to perform services on weekends and on holidays if a surge is necessary.</p> <p>Period of Performance: 06/01/2010 to 05/31/2011</p>	NTE 0.00	EA	NTE	NTE 0.00
3001AA	<p>(b)(4)</p> <p>Linguists - [REDACTED]</p> <p>CONUS Linguist (Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Secret) Daily Rate</p> <p>CONUS Linguist (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Top Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Top Secret) Daily Rate</p> <p>Period of Performance: 06/01/2010 to 05/31/2011</p>	[REDACTED]	EA	NSP	NSP







(b)(4)

SCHEDULE Continued

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
3001AB	Floor Manager -  CONUS Floor Manager (Top Secret) Daily Rate OCONUS Non-Hostile Floor Manager (Top Secret) Daily Rate OCONUS Hostile Floor Manager (Top Secret) Daily Rate Period of Performance: 06/01/2010 to 05/31/2011		EA	NSP	NSP
3001AC	Floor Admin  CONUS Floor Admin (Top Secret) Daily Rate Period of Performance: 06/01/2010 to 05/31/2011		EA	NSP	NSP
3001AD	Program Manager -  CONUS Program Manager (Top Secret) Daily Rate OCONUS Program Manager (Top Secret) Daily Rate Period of Performance: 06/01/2010 to 05/31/2011		EA	NSP	NSP
3001AE	Incremental Funding - In support to CLIN 3001 Period of Performance: 06/01/2010 to 05/31/2011		EA		
3001AF	In support of CLIN 3001 Period of Performance: 06/01/2010 to 05/31/2011		EA		
3001AG	Labor - Incremental funding for CLIN 3001. Period of Performance: 06/01/2010 to 05/31/2011		EA		
3001AH	Incremental Funding - In support to CLIN 3001 Period of Performance: 06/01/2010 to 05/31/2011		EA		
3001AL	Incremental Funding - In support to CLIN 3001 Period of Performance: 06/01/2010 to 05/31/2011		EA		
3001AM	Incremental Funding - In support to CLIN 3001 Period of Performance: 06/01/2010 to 05/31/2011		EA		
3001AN	Incremental Funding - In support to CLIN 3001 Period of Performance: 06/01/2010 to 05/31/2011		EA		
3001AP	Incremental Funding - In support to CLIN 3001 Period of Performance: 06/01/2010 to 05/31/2011		EA		
3001AQ	Incremental Funding - In support to CLIN 3001		EA		

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
3001AR	Period of Performance: 06/01/2010 to 05/31/2011 Incremental Funding - In support to CLIN 3001		EA		-
3001AS	Period of Performance: 06/01/2010 to 05/31/2011 Incremental Funding - In support to CLIN 3001		EA		
3002	<p>Period of Performance: 06/01/2010 to 05/31/2011</p> <p>Quantity Option - This Option Quantity is being incrementally funded by the use of Sub-CLINs (See Sub-CLIN 3003AF and 3003AG).</p> <p>This quantity option will be determined by a combination of the labor categories below (see Sub-CLINS 3002AA - 3002AE). This quantity option may be exercised more than once if the mission requires. The quantities exercised will not exceed the following limitations.</p> <p>The current labor mix for this option exercise is as follows:</p> <p>(b)(4) Linguists - [REDACTED] Floor Managers - [REDACTED] Floor Admin - [REDACTED] Program Manager - [REDACTED] Team Lead [REDACTED]</p> <p>Period of Performance: 06/01/2010 to 05/31/2011</p>	NTE 0.00	EA	NTE	NTE 0.00
3002AA	<p>Linguists [REDACTED]</p> <p>(b)(4) CONUS Linguist (Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Secret) Daily Rate</p> <p>CONUS Linguist (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Linguist (Top Secret) Daily Rate</p> <p>OCONUS Hostile Linguist (Top Secret) Daily Rate</p> <p>Period of Performance: 06/01/2010 to 05/31/2011</p>	0.00	EA	NSP	NSP
3002AB	<p>Floor Manager [REDACTED]</p> <p>(b)(4) CONUS Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Non-Hostile Floor Manager (Top Secret) Daily Rate</p> <p>OCONUS Hostile Floor Manager (Top Secret) Daily Rate</p>	0.00	EA	NSP	NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
(b)(4) 3002AC	<p>Period of Performance: 06/01/2010 to 05/31/2011</p> <p>Floor Admin - [REDACTED]</p> <p>CONUS Floor Admin (Top Secret) Daily Rate</p>	0.00	EA	NSP	NSP
(b)(4) 3002AD	<p>Period of Performance: 06/01/2010 to 05/31/2011</p> <p>Program Manager - [REDACTED]</p> <p>CONUS Program Manager (Top Secret) Daily Rate</p> <p>OCONUS Program Manager (Top Secret) Daily Rate</p>	0.00	EA	NSP	NSP
(b)(4) 3002AE	<p>Period of Performance: 06/01/2010 to 05/31/2011</p> <p>Team Lead - [REDACTED]</p> <p>CONUS Team Lead (Top Secret) Daily Rate.</p> <p>OCONUS Non-Hostile Team Lead (Top Secret) Daily Rate</p> <p>OCONUS Hostile Team Lead (Top Secret) Daily Rate:</p>	0.00	EA	NSP	NSP
3002AF	<p>Period of Performance: 06/01/2010 to 05/31/2011</p> <p>Labor - Incremental funding for CLIN 3002.</p>	[REDACTED]	EA		(b)(4)
3002AG	<p>Period of Performance: 06/01/2010 to 05/31/2011</p> <p>Labor - Incremental funding for CLIN 3002.</p>		EA	[REDACTED]	(b)(4)
3003	<p>Period of Performance: 06/01/2010 to 05/31/2011</p> <p>This CLIN/Option Period is being incrementally funded by the use of Sub-CLIN 3003AA, and 3003AB.</p> <p>Other Direct Costs</p> <p>Primarily these costs include those costs required for deployment to include, but not limited to, travel, lodging, pre-deployment medical exams, visas, DBA insurance, per diem, etc. Receipts are required for all costs above \$75.00.</p> <p>CONUS travel costs will only be authorized in advance by the COR or the Contracting Officer. It is not anticipated that CONUS travel will be a frequent occurrence.</p> <p>Any other potential direct costs that may arise must be approved in advance by the Contracting Officer.</p> <p>The contractor is allowed to bill for the actual cost plus a G&A mark-up. The contractor shall furnish their G&A rate below and provide documentation substantiating the calculation of the rate.</p>	NTE 0.00	EA	NTE	NTE 0.00

SCHEDULE Continued

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Contractor G&A rate [REDACTED]				
3003AA	Period of Performance: 06/01/2010 to 05/31/2011 In support to CLIN 3003.	(b)(4)	EA	1.00	
3003AB	Period of Performance: 06/01/2010 to 05/31/2011 ODC - Incremental funding for CLIN 3003.	[REDACTED]	EA		
3003AC	Period of Performance: 06/01/2010 to 05/31/2011 ODC - Incremental funding for CLIN 3003.	[REDACTED]	EA		
4001	Period of Performance: 06/01/2010 to 05/31/2011 Option Year Four 23 May 2011 - 22 May 2012 [REDACTED] Linguist Operation Support Services Fixed Price - Level of Effort Not to Exceed	NTE [REDACTED]	EA	NTF	NTE/OPT
	NOTE: The contractor will only be paid for the services performed by a contractor's employee at the Government site or at another location as directed by the Government under this contract. The contractor shall invoice for their contractor employee's transit time while they are deploying to an overseas location. This will include any pre-deployment processing that the contractor's employee must attend at the Government's direction. This does not include any company directed training. This does not include the time spent awaiting adjudication of a security clearance. If the contractor's employee does not perform an entire day of services (minimum of 8 hours), the contractor must prorate their invoicing to the nearest 1/4, 1/2, or 3/4 of a day. In the OCONUS environment, the contractor will only be paid for those days that the contractor employee is actually providing services (this does not include "days off", sick days, leave days, or R&R time).		(b)(4)		
	During surge operations, the contractor's employees may be expected to work extended hours, especially in the OCONUS environment. In both the CONUS and OCONUS environments, every effort will be made by the Government to minimize the daily operational shifts to a normal routine schedule, however the contractor must be aware that the mission will dictate the operational tempo required. Occasionally operations will run 7 days a week. Contractors are advised that their employees will be expected to perform services on weekends and on holidays if a surge is necessary.		(b)(4)		
4001AA	Period of Performance: 06/01/2011 to 05/31/2012 Linguists [REDACTED] CONUS Linguist (Secret) Daily Rate	[REDACTED]	EA	NSP	OPT NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	OCONUS Non-Hostile Linguist (Secret) Daily Rate OCONUS Hostile Linguist (Secret) Daily Rate CONUS Linguist (Top Secret) Daily Rate OCONUS Non-Hostile Linguist (Top Secret) Daily Rate OCONUS Hostile Linguist (Top Secret) Daily Rate Period of Performance: 06/01/2011 to 05/31/2012				
(b)(4) 4001AB	Floor Manager [REDACTED] CONUS Floor Manager (Top Secret) Daily Rate OCONUS Non-Hostile Floor Manager (Top Secret) Daily Rate OCONUS Hostile Floor Manager (Top Secret) Daily Rate Period of Performance: 06/01/2011 to 05/31/2012	[REDACTED]	EA	NSP	OPT NSP (b)(4)
(b)(4) 4001AC	Floor Admin [REDACTED] CONUS Floor Admin (Top Secret) Daily Rate Period of Performance: 06/01/2011 to 05/31/2012	[REDACTED]	EA	NSP	OPT NSP
(b)(4) 4001AD	Program Manager [REDACTED] CONUS Program Manager (Top Secret) Daily Rate OCONUS Program Manager (Top Secret) Daily Rate Period of Performance: 06/01/2011 to 05/31/2012	[REDACTED]	EA	NSP	OPT NSP
4002	Quantity Option Price to be determined at the time of exercise. This quantity option will be determined by a combination of the labor categories below. This quantity option may be exercised more than once if the mission requires. The quantities exercised will not exceed the following limitations. Linguists - [REDACTED] Floor Managers - [REDACTED] Floor Admin - [REDACTED] Program Managers [REDACTED] Period of Performance: 06/01/2011 to 05/31/2012	NTE [REDACTED] (b)(4)	EA	NTE 0.00	NTE/OPT 0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
(b)(4) 4002AA	Linguists - [REDACTED] CONUS Linguist (Secret) Daily Rate OCONUS Non-Hostile Linguist (Secret) Daily Rate OCONUS Hostile Linguist (Secret) Daily Rate CONUS Linguist (Top Secret) Daily Rate OCONUS Non-Hostile Linguist (Top Secret) Daily Rate OCONUS Hostile Linguist (Top Secret) Daily Rate Period of Performance: 06/01/2011 to 05/31/2012	[REDACTED]	EA	NSP	OPT NSP
(b)(4) 4002AB	Floor Manager - [REDACTED] CONUS Floor Manager (Top Secret) Daily Rate OCONUS Non-Hostile Floor Manager (Top Secret) Daily Rate OCONUS Hostile Floor Manager (Top Secret) Daily Rate Period of Performance: 06/01/2011 to 05/31/2012	[REDACTED]	EA	NSP	OPT NSP
(b)(4) 4002AC	Floor Admin - [REDACTED] CONUS Floor Admin (Top Secret) Daily Rate Period of Performance: 06/01/2011 to 05/31/2012	[REDACTED]	EA	NSP	OPT NSP
(b)(4) 4002AD	Program Manager - [REDACTED] CONUS Program Manager (Top Secret) Daily Rate OCONUS Program Manager (Top Secret) Daily Rate Period of Performance: 06/01/2011 to 05/31/2012	[REDACTED]	EA	NSP	OPT NSP
4003	Other Direct Costs Primarily these costs include those costs required for deployment to include, but not limited to, travel, lodging, pre-deployment medical exams, visas, DBA insurance, per diem, etc. Receipts are required for all costs above \$75.00.	NTE [REDACTED]	EA	NTE	NTE/OPT

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>CONUS travel costs will only be authorized in advance by the COR or the Contracting Officer. It is not anticipated that CONUS travel will be a frequent occurrence.</p> <p>Any other potential direct costs that may arise must be approved in advance by the Contracting Officer.</p> <p>The contractor is allowed to bill for the actual cost plus a G&A mark-up. The contractor shall furnish their G&A rate below and provide documentation substantiating the calculation of the rate.</p> <p>Contractor G&A rate (b)(4)</p> <p>Period of Performance: 06/01/2011 to 05/31/2012</p>				

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SECTION E
INSPECTION AND ACCEPTANCE

E. 1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(Reference 52.246-4)

**SECTION F
DELIVERIES OR PERFORMANCE**

F. 1 52.242-15 STOP-WORK ORDER (AUG 1989)

(Reference 52.242-15)

F. 2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(Reference 52.242-17)

F. 3 52.211-8 I TIME OF DELIVERY (JUN 1997)--ALTERNATE I (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

Required Delivery Schedule

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

Offeror's Proposed Delivery Schedule		
Item No.	Quantity	Within Days After Date of Contract

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by . Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

(End of Clause)

**SECTION I
CONTRACT CLAUSES**

I. 1 52.202-1 DEFINITIONS (JUL 2004)

(Reference 52.202-1)

I. 2 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 52.203-7)

I. 6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

I. 8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Reference 52.203-12)

I. 9 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

(Reference 252.203-7001)

I. 10 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(Reference 252.203-7002)

I. 11 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(Reference 52.204-2)

I. 12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 13 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)

(Reference 52.204-7)

I. 14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(Reference 52.204-9)

I. 15 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

(Reference 252.204-7003)

I. 16 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)

(Reference 252.204-7004)

I. 17 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

(Reference 252.204-7005)

I. 18 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(Reference 252.205-7000)

I. 19 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(Reference 52.209-6)

I. 20 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

(Reference 252.209-7004)

I. 21 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(Reference 52.215-2)

I. 22 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 52.215-8)

I. 23 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(Reference 52.219-4)

I. 24 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Reference 52.219-8)

I. 25 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006)--ALTERNATE II (OCT 2001)

(Reference 52.219-9 II)

I. 26 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 2007)

(Reference 252.219-7003)

I. 27 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

(Reference 52.222-1)

I. 28 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

I. 29 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 52.222-21)

I. 30 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference 52.222-26)

I. 31 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]

(Reference 52.222-35)

I. 32 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Reference 52.222-36)

I. 33 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

(Reference 52.222-37)

I. 34 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)

(Reference 52.222-50)

I. 35 252.222-7006 COMBATING TRAFFICKING IN PERSONS (OCT 2006)

(Reference 252.222-7006)

I. 36 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 37 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(Reference 252.223-7004)

I. 38 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

(Reference 252.226-7001)

I. 39 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(Reference 52.227-1)

I. 40 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(Reference 52.227-2)

I. 41 52.227-3 PATENT INDEMNITY (APR 1984)
(Reference 52.227-3)

I. 42 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)
(Reference 52.227-14)

I. 43 252.227-7000 NON-ESTOPPEL (OCT 1966)
(Reference 252.227-7000)

I. 44 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
(Reference 252.227-7013)

I. 45 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
(Reference 252.227-7028)

I. 46 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
(Reference 52.228-3)

I. 47 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
(Reference 52.228-5)

I. 48 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
(Reference 52.229-3)

I. 49 52.232-1 PAYMENTS (APR 1984)
(Reference 52.232-1)

I. 50 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(Reference 52.232-8)

I. 51 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(Reference 52.232-9)

I. 52 52.232-11 EXTRAS (APR 1984)
(Reference 52.232-11)

I. 53 52.232-17 INTEREST (JUN 1996)
(Reference 52.232-17)

I. 54 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

I. 55 52.232-25 PROMPT PAYMENT (OCT 2003)

(Reference 52.232-25)

I. 56 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 57 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(Reference 252.232-7010)

I. 58 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)

(Reference 52.233-1 I)

I. 59 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 60 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 61 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference 52.237-3)

I. 62 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(Reference 52.239-1)

I. 63 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)

(Reference 52.242-2)

I. 64 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 65 52.243-1 III CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE III (APR 1984)

(Reference 52.243-1 III)

I. 66 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

(Reference 252.243-7001)

I. 67 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(Reference 252.243-7002)

I. 68 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(Reference 52.244-5)

I. 69 52.245-1 GOVERNMENT PROPERTY (JUN 2007)

(Reference 52.245-1)

I. 70 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

I. 71 252.246-7001 WARRANTY OF DATA (DEC 1991)

(Reference 252.246-7001)

I. 72 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(Reference 252.247-7023)

I. 73 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(Reference 252.247-7024)

I. 74 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(Reference 52.249-2)

I. 75 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 52.249-8)

I. 76 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

(Reference 52.251-1)

I. 77 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(Reference 252.251-7000)

I. 78 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 79 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition." "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

I. 80 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of and shall not be binding until so approved.

(End of Clause)

I. 81 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

I. 82 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)]

I. 83 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within

(End of Clause)

I. 84 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed

(End of Clause)

I. 85 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)

(a) Definitions. As used in this clause--

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Other military operations" means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

"Theater of operations" means an area defined by the combatant commander for the conduct or support of specific operations.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in-

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;

(iii) Other military operations; or

(iv) Military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.

(ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.

(iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)

(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because-

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)

(i) Generally, all Contractor personnel authorized to accompany U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable-

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to

the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall-

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that-

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

(f) Processing and departure points. Deployed Contractor personnel shall-

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individual's general location in the theater of operation. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall-

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must --

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.5.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons-

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained to carry and use them --

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in-

- (1) Contingency operations;
 - (2) Humanitarian or peacekeeping operations;
 - (3) Other military operations; or
 - (4) Military exercises designated by the Combatant Commander.
- (End of Clause)

I. 86 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from
(End of clause)

I. 87 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) "Amount of payments and limitations on payments." Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) "Contractor request for performance-based payment." The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (1) and (m) of this clause.

(c) "Approval and payment of requests."

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) "Liquidation of performance-based payments."

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts of a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) "Reduction or suspension of performance-based payments." The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) "Title."

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) "Risk of loss." Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if

the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) "Records and controls." The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) "Reports and Government access." The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) "Special terms regarding default." If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) "Reservation of rights."

(1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract, or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) "Content of Contractor's request for performance-based payment." The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) "Content of Contractor's certification." As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment: I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I. 88 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from